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death of one the other three "are owners, and if two are taken by death, then the two remaining sisters are owners, and if by death one of the two sisters is taken, then the last surviving sister is the owner." *Held*, If inoperative as a common law deed to vest title in the surviving sister, the agreement was effective as a covenant to stand seised to uses under the statute of uses. *Murray et al. v. Kerney* (Md. 1911), 81 Atl. 6.

Although once very common, this mode of conveyance is now seldom employed. It was based on the shifting use and its purpose was to create future interests in land. 4 KENT'S COM. Ed. 13, 295. By this conveyance a person seised of lands covenants that he will stand seised of them to the use of another. On executing the covenant the other party becomes seised of the use of the land according to the terms of the use, and the statute of uses immediately operates and annexes the possession to the use. While they have the same force and effect, this conveyance differs from the common deed of bargain and sale in that it can only be made use of between near relatives, and must be founded upon the consideration of blood or marriage. 4 KENT'S COM., Ed. 13, 493. It is undoubtedly the general rule that only the consideration of blood or marriage will support the covenant to stand seised, *Rollins v. Riley*, 44 N. H. 9; *Eckman v. Eckman*, 68 Pa. St. 460, 1 JONES, REAL PROP. & CONV. 202, but there are some adverse holdings. In Massachusetts it is not necessary that there should be any relationship by blood or marriage between the grantor and grantee. *Ricker v. Brown*, 183 Mass. 424, 67 N. E. 353. At common law, until the statute of enrollments (27 Hen. VIII. Ch. 16), a pecuniary consideration would support a covenant to stand seised. The purpose of this statute was to restore the notoriety of conveyances, and since a covenant to stand seised was not required to be enrolled, a deed based on a pecuniary consideration was held not to take effect as such, but only as a bargain and sale, which was required to be enrolled. The consideration of blood and marriage, always having sufficient notoriety, did not fall within the reasons of the statute and was held to be sufficient to support a covenant to stand seised. And, *mutata legis ratione, mutatur et lex*, in this country a pecuniary consideration will support the covenant to stand seised. *Jackson v. Dunsbagh*, 1 Johns. Cas. 92. No technical words are necessary to create the covenant, *Jackson v. Swart*, 20 Johns. 85, so it is chiefly resorted to as a means of giving effect to the intention of parties expressed in defective instruments. *Sasser v. Blyth*, 2 N. C. (1 Hayw.) 260; *Wardwell v. Basset*, 8 R. I. 302.

DIVORCE—RECRIMINATION—DISMISSAL OF BILL—WHEN BOTH PARTIES GUILTY.—An action was brought by plaintiff seeking a decree of divorce from defendant, his wife, on the ground of adultery. To this petition, defendant filed an answer and cross petition denying the act of adultery and charging extreme cruelty on the part of the plaintiff. The lower court would not admit evidence as to the cruelty charged in the cross-petition and rendered a decree in favor of plaintiff. From that decree defendant appealed. *Held*, that, upon an application for a divorce, where both parties are found guilty of any of the enumerated offenses for which a divorce may be granted,

the court should dismiss the bill; that, had the allegations of defendant been proven, plaintiff would not have been entitled to a decree, and that the lower court erred in not allowing her to introduce evidence to prove them. *Wilson v. Wilson* (Neb. 1911) 132 N. W. 401.

With no previous decision in the jurisdiction to guide them, the Nebraska court in this case followed a line of authorities which appears to be in the majority, though opinion on the point in question is by no means unanimous. The earlier rule in England was to the effect that where the divorce was from bed and board (as it formerly was in England for adultery and cruelty), cruelty was not allowed as a bar to a suit based on the ground of adultery. 2 BISHOP, MARRIAGE AND DIVORCE, Ed. 6, § 84. By the weight of modern authority, however, the offense pleaded in recrimination need not be of the same nature as the offense defendant has committed. Any misconduct on the part of the plaintiff which constitutes a ground for divorce bars his suit, without reference to the nature of the offense of which he complains. *Alexander v. Alexander*, 140 Ind. 555, 38 N. E. 855; *Wass v. Wass*, 41 W. Va., 126, 23 S. E. 537; *Wheeler v. Wheeler*, 18 Ore. 261, 24 Pac. 900. To the contrary: *Bast v. Bast*, 82 Ill. 584; *Dillon v. Dillon*, 32 La. Ann. 643; *Buerfenig v. Buerfenig*, 23 Minn. 563. In the following cases which are on all fours with this case the courts have decided as did the Nebraska court: *Nagel v. Nagel*, 12 Mo. 53; *Church v. Church*, 16 R. I. 667; 19 Atl. 244; *Pease v. Pease*, 72 Wis. 136, 39 N. W. 133.

EQUITY—JURISDICTION—ADEQUATE REMEDY AT LAW.—During the coal strike of 1902, X company and Y each contracted with the defendants to purchase a ship-load of coal to be imported from Wales. Defendants represented that they were merely acting as agents for one Jones of Wales, while as a matter of fact, they were making the transaction as principals. The coal did not arrive until the strike had been settled and the price of coal had declined. Both ship-loads were accepted, worked over, and re-sold, and in an attempt to adjust the loss incurred, an agent of X company made a trip to Wales to see the supposed principal. Plaintiff as assignee of both X company and Y, brings suit in equity for rescission of the contracts of sale and for an accounting. The defendant raised the objection in the lower court that the plaintiff had an adequate remedy at law but that court refused to dismiss the case. The case was first submitted to the lower court in 1904, and the parties have spent much time in preparing it for the higher court. *Held*, that the suit will not be dismissed but will be decided on the merits, although the plaintiff had a proper and adequate remedy at law for breach of warranty. *Lawson v. Barber & Co., Inc.* (C. C., E. D., N. Y. 1911), 189 Fed. 165.

That a court of equity will not entertain jurisdiction where there is an adequate remedy at law is one of the best known and most firmly established of equitable doctrines. A few exceptions to this rule are equally well recognized, one of which is that when several suits at law would be necessary to settle a controversy, equity will exercise jurisdiction to prevent multiplicity of suits. *Preteca v. Maxwell Land Grant Co.*, 50 Fed. 674, 1 C. C. A. 607.